

**TOWN OF DAVIE  
TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Giovanni Moss, Director, Housing and Community Development

**PREPARED BY:** Burton Spiwak, Programs Specialist, Housing and Community Development, 954-797-1226

**SUBJECT:** Resolution Approving an Agreement between the Town of Davie and Broward County

**AFFECTED DISTRICT:** Town Wide

**ITEM REQUEST:** Schedule for Council Meeting

**TITLE OF AGENDA ITEM:** AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND BROWARD COUNTY ON BEHALF OF BROWARD COUNTY'S HUMAN SERVICES DEPARTMENT FAMILY SUCCESS ADMINISTRATION TO PROVIDE SPACE WITHIN THE NEIGHBORHOOD SERVICE CENTER LOCATED AT 4700 SW 64 AVENUE FOR A TERM OF FIVE YEARS BEGINNING FROM THE DATE THE AGREEMENT IS EXECUTED AND WILL AUTOMATICALLY RENEW AND CONTINUE FOR ANOTHER FIVE YEAR PERIOD UNLESS TERMINATED BY WRITTEN NOTICE OF EITHER PARTY AND PROVIDING FOR AN EFFECTIVE DATE.

**REPORT IN BRIEF:** The Family Success Administration is an agency of the Broward County government which provides human services to the residents of Broward County. Those services consist of Emergency Financial Assistance, Community-Based Case Management, LIFT (Life Improvement Facilitation Team) and LIHEAP (Low Income Home Energy Assistance Program) and family support and counseling services. Emergency financial assistance services will include rent, mortgage utility, food and transportation assistance. Case management services will include assessment, care planning, advocacy, support, field and home care visits. Counseling services will include couples, crisis, family, individual and psychological assessments.

So that the Town can support such needed activities, we will provide space for their office in the Town's Neighborhood Service Center located at 4700 SW 64<sup>th</sup> Avenue, Davie, 33314.

This arrangement fills a need in the community that results in great benefit to the residents of Davie which provides them with many services at an easily accessible location.

**PREVIOUS ACTIONS:**

**CONCURRENCES:**

**FISCAL IMPACT:** not applicable

Has request been budgeted? n/a

**RECOMMENDATION(S):** Motion to approve resolution

**Attachment(s):** Resolution, Agreement between the Town of Davie and Broward County.

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND BROWARD COUNTY ON BEHALF OF BROWARD COUNTY'S HUMAN SERVICES DEPARTMENT FAMILY SUCCESS ADMINISTRATION TO PROVIDE SPACE WITHIN THE NEIGHBORHOOD SERVICE CENTER LOCATED AT 4700 SW 64 AVENUE FOR A TERM OF FIVE YEARS BEGINNING FROM THE DATE THE AGREEMENT IS EXECUTED AND WILL AUTOMATICALLY RENEW AND CONTINUE FOR ANOTHER FIVE YEAR PERIOD UNLESS TERMINATED BY WRITTEN NOTICE OF EITHER PARTY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Tenant is an agency of the Broward County government which provides Emergency Financial Assistance, Community-Based Case Management, LIFT (Life Improvement Facilitation Team) and LIHEAP (Low Income Home Energy Assistance Program) and family support and counseling services; and

WHEREAS, Emergency Financial Assistance will include rent, mortgage, utility, food and transportation and Case Management will include assessment, care, planning advocacy, support and field and home visits, with Counseling including couples, crisis, family, individual and psychological assessments; and

WHEREAS, the Town of Davie owns the property located at 4700 SW 64 Avenue, Davie, Florida 33314; and

WHEREAS, the Town of Davie desires to have a Broward County Family Success Administration presence to provide eligible Davie residents opportunities to enhance their lives and support self-sufficiency; and

WHEREAS, there is currently space available for such activities the Agreement, in the Town's Neighborhood Service Center located at 4700 SW 64<sup>th</sup> Avenue, Davie, Florida, 33314; and

WHEREAS, the Town of Davie is agreeable to providing space at the location as specified in the Agreement in the Town's Neighborhood Service Center, 4700 SW 64<sup>th</sup> Avenue, Davie, Florida, 33314; and

WHEREAS, the Town of Davie believes that such an arrangement will be beneficial to all parties and will fill a need in the community and will result in great benefit to the residents of the Town of Davie; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Mayor or her designee is hereby authorized to execute the Agreement between the Town of Davie and Broward County which shall be in effect for a period of five (5) years from the date of the Agreement and which shall automatically renew and continue for another five (5) year period unless terminated by a written notice of termination by either party .

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2009

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MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2009

AGREEMENT

between

BROWARD COUNTY

And

TOWN OF DAVIE

related to

FAMILY SUCCESS ADMINISTRATION DIVISION SERVICES

AGREEMENT

between

BROWARD COUNTY

and

TOWN OF DAVIE

related to

FAMILY SUCCESS ADMINISTRATION DIVISION SERVICES

This Agreement ("the Agreement") is entered by and between the Town of Davie, Florida, a municipal corporation of the state of Florida (the "TOWN") and BROWARD COUNTY, a political subdivision of the state of Florida, (the COUNTY") on behalf of Broward County's Human Services Department. Family Success Administration Division whose address is 115 South Andrews Ave., Suite 311, Fort Lauderdale, FL 33301. TOWN and COUNTY shall collectively be referred to as the "Parties."

WHEREAS, TOWN desires COUNTY to provide Family Success Administration Division services at a TOWN facility as referenced herein and COUNTY agrees to provide same in accordance with the terms and conditions set forth herein; NOW, THEREFORE,

In consideration of the mutual terms and conditions, promises, covenants and payments, hereinafter set forth, TOWN and COUNTY agree as follows:

**ARTICLE 1**

**SERVICES**

COUNTY shall provide the scope of services ("Services") at a facility designated by TOWN's Director, Housing & Community Development Department ("Facility"), pursuant to the terms and conditions set forth herein and in the Schedule and Description of Services, attached hereto as Exhibit "A," and made a part of this Agreement, which may be amended from time to time as mutually agreed upon by both Parties as provided for in Exhibit "A."

**ARTICLE 2**

**NON-DISCRIMINATION**

COUNTY shall not discriminate against any person in its operations, activities or delivery of Services under this Agreement. COUNTY shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, gender identity, pregnancy, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

### **ARTICLE 3**

#### **LIABILITY**

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. Each party is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for the acts and omissions of its officers, agents, or employees to the extent permitted by law.

### **ARTICLE 4**

#### **INSURANCE**

The parties hereto acknowledge that COUNTY and TOWN are self-insured governmental entities subject to the limitations of Section 768.28, Florida Statutes. COUNTY and TOWN maintain a fiscally sound and prudent risk management program with regard to their obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes (2009), as may be amended from time to time. COUNTY's and TOWN's Workers' Compensation and Employers Liability program is in compliance with Chapter 440, Florida Statutes (2009), as may be amended from time to time. COUNTY and TOWN are fully self-insured and self administered for Auto, General Liability and Workers' Compensations coverage pursuant to Section 627.7264, Florida Statutes (2009), as may be amended from time to time. Nothing herein is intended to serve as a waiver of COUNTY's or TOWN's sovereign immunity. COUNTY and TOWN will provide their written verification of liability protection in accordance with state law prior to final execution of this Agreement upon request of the other party.

If COUNTY elects to purchase additional insurance including excess liability coverage, COUNTY agrees that the Town of Davie will be included as an additional named insured on the certificate. If TOWN elects to purchase additional insurance including excess liability coverage, TOWN agrees that the BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS will be included as an additional named insured on the certificate.



## **ARTICLE 5**

### **TERM**

The Services provided under this Agreement shall commence on the date this Agreement is fully executed by both Parties and shall continue in full force and effect for a term of five (5) years, unless terminated earlier as provided in Article 6 below. This Agreement shall automatically renew for an additional five (5) year term, unless either party provides notice to the other party of its intent not to renew this Agreement at least thirty (30) days prior to the end of the initial term.

## **ARTICLE 6**

### **TERMINATION**

- 6.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach, or for convenience by either party upon not less than thirty (30) days' written notice. For COUNTY, notice of termination for convenience may be provided by COUNTY's County Administrator. This Agreement may also be terminated immediately by TOWN's Town Administrator upon such notice as TOWN's Town Administrator deems appropriate in order to protect the public health or safety.
- 6.2 Notice of termination shall be provided in accordance with the "NOTICE" section of this Agreement except that notice of termination by the Town Administrator to protect the public health or safety may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICE" section of this Agreement.

## **ARTICLE 7**

### **NOTICE**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing and provided to the respective Contract Administrators. For the present, the parties designate the following:

FOR COUNTY:

Name: Carroll Coleman  
Title: Interim Director  
Family Success Administration Division  
Address: 115 South Andrews Avenue, Suite 311  
Fort Lauderdale, FL 33301  
Telephone: (954) 357-6367  
Facsimile: (954) 468-3579

FOR TOWN:

Department      Name: Giovanni Moss  
Title: Director, Housing & Community Development  
Address: Town of Davie  
4700 Davie Road  
Davie, FL 33314  
Telephone: (954) 797-1173

**ARTICLE 8**

**GUIDELINES**

COUNTY acknowledges, understands and agrees to comply with the following guidelines:

- a. COUNTY shall represent itself to all recipients of Services, as a separate entity from TOWN and will ensure that each recipient executes the Acknowledgment, Release, Waiver and Indemnification Agreement, prepared by TOWN. Upon recipient's execution of such Agreement, the COUNTY shall forward a copy to TOWN's Contract Administrator.
- b. COUNTY acknowledges that if flyers are produced with TOWN's name, such flyers must be approved by TOWN's Housing & Community Development Department Director.
- c. COUNTY shall not deliver or distribute any religious or political messages or materials at the Facility.
- d. COUNTY shall comply with all applicable licensing requirements, federal, state and local statutes as related to the Services provided at the Facility.
- e. COUNTY shall ensure that all client information deemed confidential by law shall be maintained as confidential, to the extent permitted by law.

- f. COUNTY acknowledges that it shall report to the state of Florida, Central Abuse Registry suspicions of abuse of children or disabled or elderly persons as required by law.
- g. COUNTY shall not knowingly employ unauthorized alien workers.
- h. COUNTY shall be responsible for obtaining a background check as required by COUNTY policy on all employees, volunteers and agents, who will be providing Services at the Facility.
- i. COUNTY acknowledges that it shall not charge fees to the recipients for such Services, and that TOWN shall not provide reimbursement to COUNTY for such Services.
- j. COUNTY shall execute a Business Associate Agreement for HIPAA compliance with TOWN when applicable.
- k. COUNTY shall provide to TOWN all requested reports of Services that have been delivered at the Facility, within fifteen (15) calendar days of TOWN's request.
- l. COUNTY shall ensure that all recipients shall be processed through a designated Social Services Center as a central intake point.
- m. If COUNTY is a non-profit agency, it shall provide TOWN with a copy of the annual audit report.
- n. COUNTY shall report all unusual incidents pertaining to such Services to the Housing & Community Development Department staff. For the purposes of this provision "unusual incidents" shall be defined to mean ones that involves known or suspected criminal activity whether or not the incident leads to an arrest, or involve any injury requiring medical attention or that result in media attention.

## **ARTICLE 9**

### **AMENDMENTS AND ASSIGNMENT**

- 9.1 This Agreement constitutes the entire agreement between COUNTY and TOWN and all negotiations and oral understandings between the parties are merged herein.
- 9.2 No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed by the respective Contract Administrators as set forth in Article 15 herein.

9.3 COUNTY shall not transfer, subcontract or assign the performance of Services called for in this Agreement without the prior written consent of TOWN.

#### **ARTICLE 10**

#### **JURISDICTION, VENUE, WAIVER OF JURY TRIAL**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, TOWN AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

#### **ARTICLE 11**

#### **HEADINGS, CONFLICT OF PROVISIONS, WAIVER OR BREACH OF PROVISIONS**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

#### **ARTICLE 12**

#### **SEVERABILITY**

If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations

other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

### **ARTICLE 13**

#### **INDEPENDENT CONTRACTOR**

TOWN and COUNTY are independent contractors under this Agreement. Services provided by either party pursuant to this Agreement shall be subject to the supervision of that party. In providing such services, neither party, nor its agents shall act as officers, employees, or agents of the other party. No partnership, joint venture, or other joint relationship is created hereby. The parties do not extend to the other party's agents any authority of any kind to bind the other party in any respect whatsoever.

### **ARTICLE 14**

#### **THIRD PARTY BENEFICIARIES**

Neither TOWN nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

### **ARTICLE 15**

#### **CONTRACT ADMINISTRATORS**

The parties designate the following individuals as Contract Administrators: for TOWN, the Director of Housing & Community Development Department, and for COUNTY, the Director of the Broward County Family Success Administration Division, or the designees of such Directors, respectively. The primary responsibilities of the Contract Administrators are to coordinate and communicate with each other and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrators; provided, however, that such instructions and determinations do not change the Scope of Services, except as otherwise provided in the Scope of Services.

### **ARTICLE 16**

#### **MULTIPLE ORIGINALS**

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

**Remainder of page left intentionally blank.**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: TOWN OF DAVIE by and through its Town Administrator, authorized to execute same by the Davie Town Council, and BROWARD COUNTY, through its Board of County Commissioners, signing by and through its Mayor or Vice Mayor authorized to execute same by Board action on \_\_\_\_\_.

**TOWN OF DAVIE**

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

Administrator

BY:

Gary Shimun, Town

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Approved as to form and legal sufficiency  
for the use of and reliance by the Town of  
Davie:

\_\_\_\_\_

**COUNTY**

ATTEST:

BROWARD COUNTY, through its  
Board of County Commissioners

By \_\_\_\_\_  
County Administrator and Ex-officio  
Clerk of the Board of County  
Commissioners of Broward County, Florida  
2008.

By \_\_\_\_\_  
Mayor  
\_\_\_\_\_ day of \_\_\_\_\_,

Insurance requirements  
approved by Broward County  
Risk Management Division

Approved as to form by  
Office of the County Attorney  
for Broward County, Florida  
JEFFREY J. NEWTON, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-  
7641

By \_\_\_\_\_  
(Date)

By \_\_\_\_\_  
PATRICE M. EICHEN (Date)  
Assistant County Attorney

## **Exhibit A**

### **TOWN OF DAVIE SCHEDULE AND DESCRIPTION OF SERVICES**

#### **SERVICES TO BE PROVIDED:**

Family Success Administration Division services will be provided to residents of Broward County, including residents of the Town of Davie, who are eligible for emergency assistance and other county services pursuant to county, state and federal regulations.

Staff from the South Region Family Success Center and the Community Action Agency will provide services in a facility provided by the Town of Davie's Housing & Community Development Department. Programs will include, but not be limited to, Emergency Financial Assistance, Community-Based Case Management, LIFT (Life Improvement Facilitation Team), and LIHEAP (Low Income Home Energy Assistance Program.) A staff member from Elderly and Veterans Services Division would be periodically stationed at the location to serve clients who receive or who are eligible to receive elderly or veteran's services.

Emergency financial assistance services will include: rent, mortgage, utility, food and transportation. Case management services will include: assessment, care planning, advocacy, support, field and home visits. Counseling services will include: couples, crisis, family, individual and psychosocial assessments.

In most cases clients will receive a screening prior to a referral appointment to the appropriate program staff. Walk-ins will be seen based on staff availability.

#### **SCHEDULE OF SERVICES PROVISION:**

Human Services Department staff will be posted to the facility a minimum of three (3) days per week according to a schedule mutually agreed upon which may fluctuate depending on the Division and/or program. The Services shall commence on a date determined by mutual agreement of the parties.



**The schedule and/or specific services under this Agreement with County regarding the Housing & Community Development Department (Facility) may be modified through an amended Exhibit A signed by the respective Contract Administrators.**